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AGREEMENT is made the thousand nine hundred and

AGREEMENT is made the 19th day of December One thousand nine hundred and seventy eight BETWEEN

THE BROADLAND DISTRICT COUNCIL (hereinafter called "the Council") of the one part and MICHAEL ARTHUR LEONARD SAVAGE of 'Peacehaven', Fakenham Road, Taverham in the County of Norfolk (hereinafter called "Mr. Savage") of the second part and CLAUDE LAWS-CHAPMAN of 323 Fakenham Road, Taverham in the County of Norfolk (hereinafter called "the Owner") of the third part

## WHEREAS

- (1) The Council is the Local Planning Authority for the purpose of this Agreement
- (2) The Owner is seised in unencumbered fee simple in possession of the property described in the First Schedule hereto (hereinafter called "the Property")
- (3) Mr. Savage has applied to the Council for Planning Permission in relation to part of the property and which is more particularly delineated on the plan annexed hereto and thereon edged in red

  Reference number 77.2212
- (4) Pursuant to Section 52 of the Town and Country Planning Act 1971
  the Council and Mr. Savage and the Owner have agreed to complete
  this Agreement in escrow

NOW THIS DEED WITNESSETH as follows:-

- THE Agreement next recited shall take effect upon the Council's granting planning permission to Mr. Savage on his application under reference number 77.2212
- PURSUANT to Section 52 Of the said Act the Owner and Mr. Savage hereby agree, declare and covenant with the Council that the property shall permanently be subject to the conditions (restricting or regulating the development or use of the land) specified in the Second Schedule hereto—
  THE expressions "the Council" and "Mr. Savage" and "the Owner" shall

where the context admits include their respective successors in title and assigns

THE FIRST SCHEDULE REFERRED TO :-

## THE PROPERTY

Land at Fakenham Road, Taverham in the County of Norfolk more particularly delineated on the plan annexed hereto and thereon edged in green forming part of the Ordnance Survey Enclosure No. in the said parish part of which being the subject of planning application 77.2212F

## THE SECOND SCHEDULE REFERRED TO:-

## THE CONDITIONS

- The Owner and Mr. Savage will not (save as provided in the next succeeding paragraph) without the grant of planning permission given on a planning application use the property for storing displaying or selling of any motor vehicle or mechanically self-propelled vehicle or of any caravan
- The Owner and Mr. Savage will not without the grant of planning permission given on a planning application use that part of the Property shown on the plan annexed hereto and thereon edged in red for the standing storing displaying and selling of anything other than motor-cars and the numbers of motor-cars standing stored or displayed for sale shall not at any time exceed eighteen

IN WITNESS whereof the Council have hereunto caused their Common Seal to be affixed and Mr. Savage and the Owner have set their respective hands and seals that day and year first above written

THE COMMON SEAL OF THE

BROADLAND DISTRICT COUNCIL

was hereunto affixed in

the presence of:-

Vice-Chairman

Third Executive and Class

Thats Market

SIGNED SEALED AND DELIVERED

by MICHAEL ARTHUR LEONARD

SAVAGE in the presence

Roger & Holde

Damet

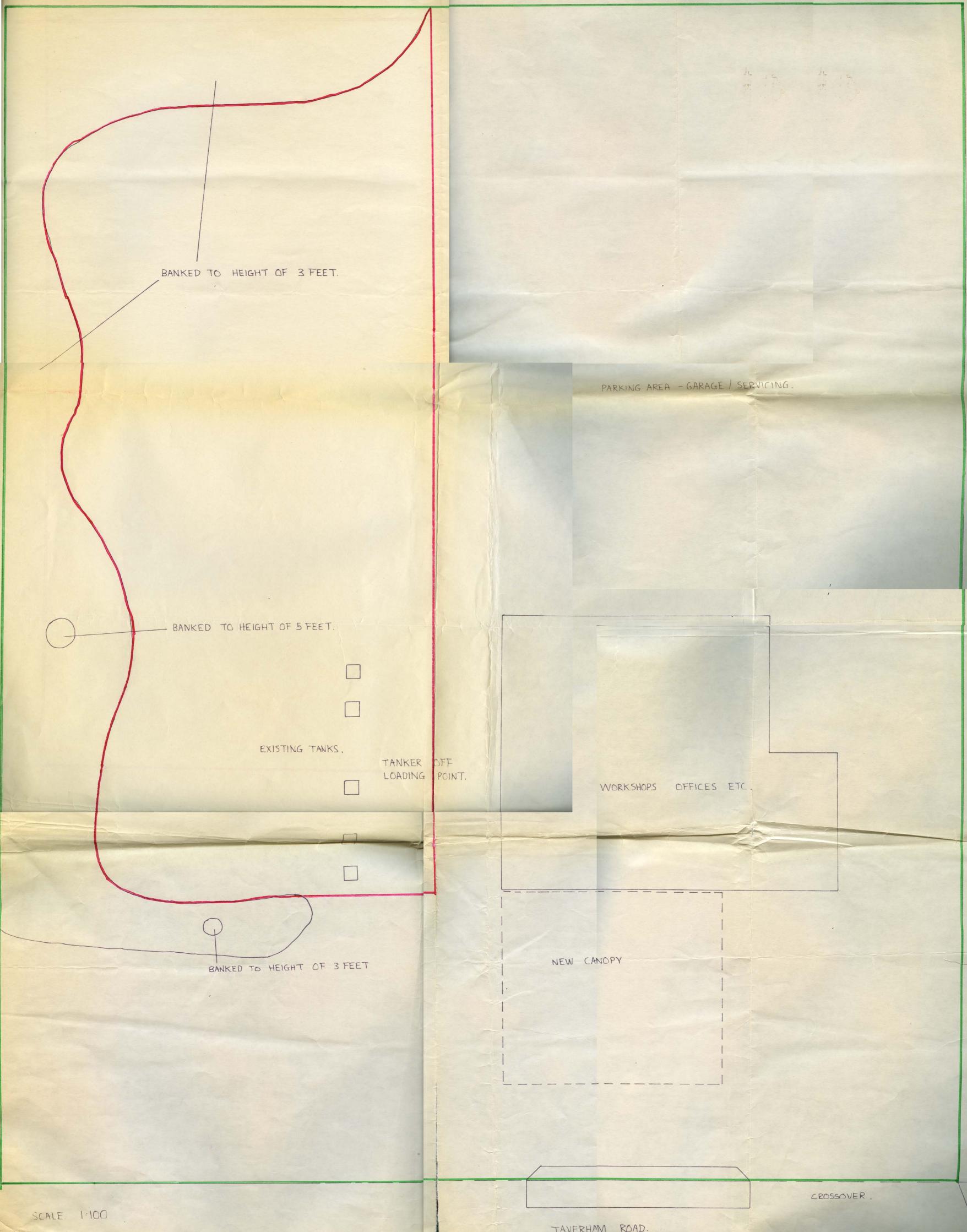
SIGNED SEALED AND DELIVERED)

by CLAUDE LAWS-CHAPMAN

in the presence of:-

M.A.L. ) asan

Colaus chifin



3/25/4

Date: 19th December 1978

SECTION 52 AGREEMENT

BETWEEN:-

THE BROADLAND DISTRICT COUNCIL

- and -

MICHAEL ARTHUR LEONARD SAVAGE

- and -

CLAUDE LAWS-CHAPMAN